

1 Nathan R. Zeltzer, Esq., NV SBN 5173  
2 LAW OFFICE OF NATHAN R. ZELTZER  
232 Court St.  
3 Reno, Nevada 89501  
[nrzbk@yahoo.com](mailto:nrzbk@yahoo.com)  
(775) 786-9993

ECF filed: 7/23/18

4 Attorney for Debtor

5 UNITED STATES BANKRUPTCY COURT  
6 DISTRICT OF NEVADA  
7

8 IN RE:

9 VANDA T. HO CHING,

11 Debtor(s).

) Case No.: BK-16-51329btb  
) Chapter 13  
)

) **SUPPLEMENT TO OPPOSITION TO**  
) **MOTION FOR RELIEF FROM**  
) **AUTOMATIC STAY**

) HEARING DATE: July 31, 2018  
) HEARING TIME: 11:00 a.m.

13 COMES NOW, the Debtor, VANDA T. HO CHING by and through her attorney,  
14 Nathan R. Zeltzer, Esq., opposes BSI Financial Services (hereinafter "Movant") Motion for  
15 Relief From the Automatic Stay. This supplement adds to and updates the opposition to  
16 Movant's previously filed Motion for Relief from the Automatic Stay.  
17  
18  
19

20 /s/Nathan R. Zeltzer  
21 Attorney for Debtor  
22 232 Court St.  
23 Reno, NV 89501  
24 SBN 5173  
25  
26  
27  
28

**SUPPLEMENT TO OPPOSITION TO MOVANT'S MOTION  
FOR RELIEF FROM THE AUTOMATIC STAY**

**I. FACTS**

The property that movant seeks relief on is Debtor's home. A prior hearing on Movant's motion was held on April 11, 2018. At that time the Debtor had been offered a possible loan modification for her home. The Court continued that hearing to a future date to give time to the parties to evaluate the loan modification options.

The Debtor believes she has complied with the all requests of the Movant to review her loan modification documents. The Movant takes the position that the Debtor did not comply.

**II. ARGUMENT**

The Debtor has provided all of the documents requested by the Movant to evaluate her mortgage loan modification. On April 10, 2018, the Debtor was given 30 days to provide requested documents to the Movant. See Exhibit "A" letter with date financial documents were due, attached hereto and incorporated herein. The Debtor provided the requested documents by email, on May 10, 2018 by emailing all of the requested documents from Staples Copy and Print Center, store #1472 within the required time. See Exhibit "B" email from Debtor to Movant re: requested documents attached hereto and incorporated herein.

Additionally, undersigned counsel contacted the loan modification point of contact to verify receipt of the documents, and left a message with the loan modification contact person, Jacob Cheshier. No return call was made to Debtor's counsel.

On May 11, 2018, the Movant sent a notice of cancellation of loss mitigation application for the Debtors' alleged failure to provide the requested documents. See Exhibit "C" loss mitigation cancellation notice attached hereto and incorporated herein. Undersigned counsel received this letter from Movant's counsel. Debtor asserts that she has never received this letter. Based on the above-information the loan modification information was provided to Movant within the required time frame. The Debtor believes that the actions of Movant are in bad faith.

Debtor has been making all full payments (\$720.07) on her mortgage since she was notified of her default and this motion was filed. After the modification request was denied the Movant filed a Notice of Mortgage Payment Change. See Exhibit "D" attached hereto and

1 incorporated herein . In this Notice the Debtor's escrow payment increases from \$153.29 to  
2 \$893.14, but does not clearly explain how this new amount is calculated. Thus, Debtor's  
3 mortgage payment goes up from \$720.07 to \$1,459.92 making it impossible for the Debtor enter  
4 an adequate protection order to cure the mortgage delinquency, and save her home from  
5 foreclosure. Debtor requests clarification from the Movant on how this amount was calculated.

6 WHEREFORE, Debtors request that Movants' Motion be denied, as Debtor was not  
7 given a full review of her loan modification package, and the new mortgage payment as listed in  
8 Exhibit C, is unsubstantiated and maybe without merit. And for such further relief that the Court  
9 deems just and equitable.

10  
11 Submitted this 23 of July 2018

/s/Nathan R. Zeltzer  
Nathan R. Zeltzer, Esq.  
Attorney for the Debtor

EXHIBIT A

EXHIBIT A



April 10, 2018

VANDA T HO-CHING  
2740 DAHLIA WAY  
RENO, NV 89512

RE: Mortgage Loan #: [REDACTED] 151

Dear VANDA T HO-CHING:

This notice is to confirm receipt of the documentation you submitted in connection with your foreclosure prevention alternative application. Your application and documents have been received and assigned to a Loss Mitigation Specialist. The following deficiencies currently exist, and the missing information must be provided within thirty (30) calendar days from the date of this letter:

1. Hardship letter
2. Completed and signed financial form/package includes 4506T forms
3. 3<sup>rd</sup> party authorization (if necessary)
4. TWO (2) years of Tax returns, page 2 must be signed by the borrower(s) 2015 and 2016
5. 2017 tax return in applicable
6. 401k, brokerage account, other investment accounts
7. Bankruptcy schedules, all schedules
8. Copy of current utility bill

BSI will NOT consider your application until it is complete, meaning that we have received all documents we require as part of the review process within the time frames required by BSI. Once we receive a complete application, BSI must either deny your application for a foreclosure prevention alternative or submit a written offer for a foreclosure prevention alternative within 30 calendar days. If a written offer for a foreclosure prevention alternative is made to you, you will have fourteen (14) calendar days from the date you receive the offer to accept. Any offer that is not accepted or rejected within fourteen (14) calendar days is deemed to be rejected.

Please note that the documents you submitted with your application or will submit to BSI in the future, automatically expire sixty (60) calendar days from their issue date. Expired documents will not be considered in the foreclosure prevention alternative review process. It is your obligation to keep all documents in your application current.

Licensed as Servis One, Inc. dba BSI Financial Services.

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



If your home is currently in foreclosure and unless these events have already occurred, BSI will not record a Notice of Default, Notice of Sale or go to sale within thirty (30) calendar days from the date of this letter. Likewise, if applicable, BSI will not commence a civil action for a foreclosure sale pursuant to NRS 40.430 involving a failure to make a payment or conduct the foreclosure sale within thirty (30) calendar days from the date of this letter. However, if we do NOT receive all the additional information requested in this letter or in any subsequent communication, within thirty (30) calendar days from the date of this letter, BSI may proceed with any of the acts mentioned herein, including, but not limited to, foreclosing on the subject property.

If you should have any questions or concerns about our evaluation process or procedure, please contact BSI toll free at 800-327-7861, Monday through Friday 8:00 a.m. - 11:00 p.m. (ET) and Saturday 8:00 a.m. - 12:00 p.m. (ET).

Sincerely,

HEATHER GARCIA  
Loss Mitigation Specialist

BSI Financial Services  
NMLS # 38078; # 1195811

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

T05\_701-09212015

Licensed as Servis One, Inc. dba BSI Financial Services.

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EXHIBIT B

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EXHIBIT B

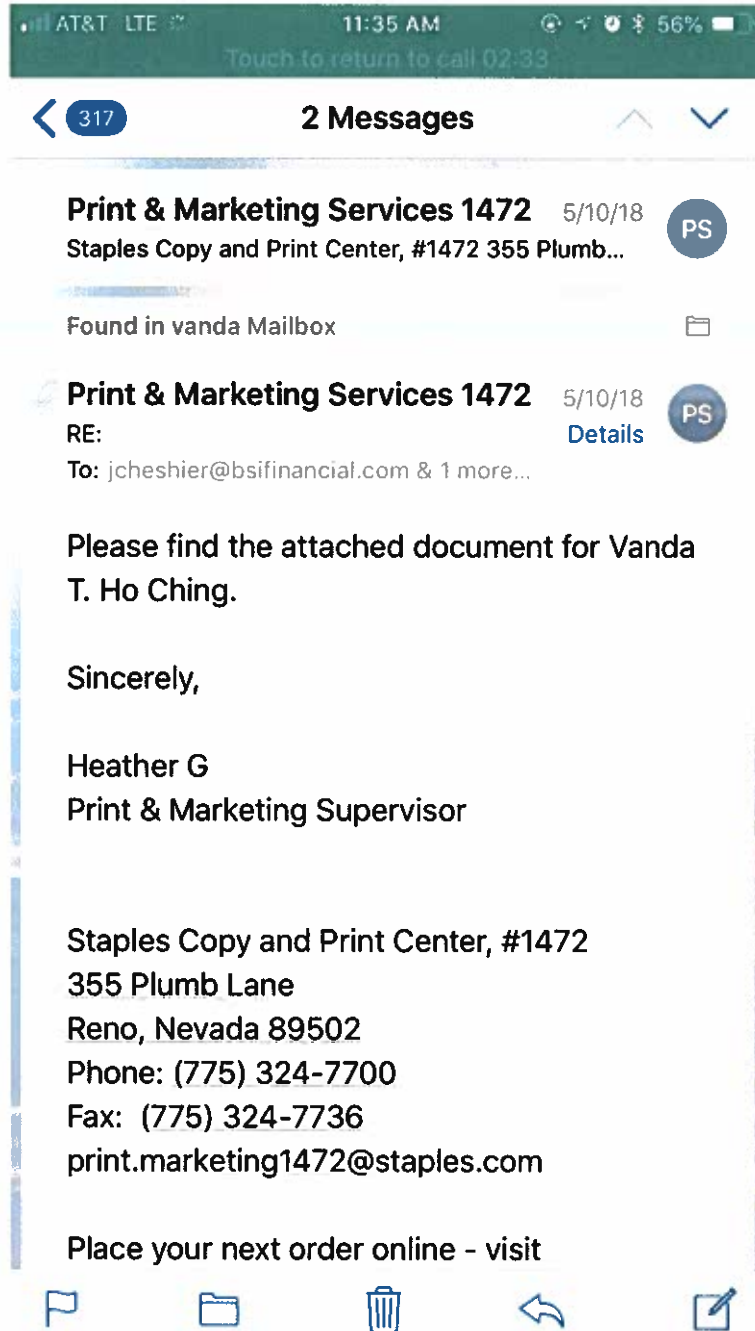




EXHIBIT C

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EXHIBIT C



1425 Greenway Dr  
Suite 400  
Irving, TX 75038  
Toll Free 866-581-4514  
Fax 800-878-4645  
www.bsifinancial.com

May 11, 2018

[Sent Via FEDEX TRACKING: 780923488229]

VANDA T HO-CHING  
2740 DAHLIA WAY  
RENO NV 89512

Mortgage Loan #: [REDACTED] 8151  
Property Address: 2740 DAHLIA WAY  
RENO, NV 89512

Dear VANDA T HO-CHING:

We previously requested additional information or documentation from you in support of your loss mitigation application and have not received those missing items in the time frame required. Therefore, since your application remains incomplete with no further progress, we have cancelled your request for an evaluation of your loss mitigation application.

If you have any questions regarding this notice, please call your Single Point of Contact JACOB CHESHER at 1-866-949-0136 Ext. 109 or you may contact our Customer Care Department toll free at 1-800-327-7861 Monday through Friday 8:00 a.m. - 11:00 p.m. (ET) and Saturday 8:00 a.m. - 12:00 p.m. (ET).

Sincerely,

Loss Mitigation Department  
JACOB CHESHER

BSI Financial Services  
NMLS # 38078; # 842052

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

**If an attorney represents you, please refer this letter to your attorney and provide us with the attorney's name, address and telephone number.**

Licensed as Servis One, Inc. dba BSI Financial Services.

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



1425 Greenway Dr  
Suite 400  
Irving, TX 75038  
Toll Free 866-581-4514  
Fax 800-878-4645  
www.bsifinancial.com

### **Qualified Written Request - Notice of Error or Information Request**

Under the Real Estate Settlement Procedures Act, a qualified written request is a written correspondence (other than notice on your payment coupon or other payment medium supplied by us) regarding the servicing of your loan which identifies your name, account number, and the specific reasons for the request, such as an error on your loan account or a request for information. Any qualified written request you wish to submit must be sent to:

**BSI Financial Services**  
Attn: Qualified Written Requests  
1425 Greenway Drive, Suite 400  
Irving, TX 75038

### **Attention Servicemembers and Dependents**

Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and risk of foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last 12 months, AND joined after signing the Note and Security Instrument now in default, please notify BSI Financial Services immediately. When contacting BSI Financial Services, as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource ([www.militaryonesource.mil](http://www.militaryonesource.mil)) (800-342-9647) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and through HUD-Certified housing counselors (<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>). You can also contact us toll free at (800) 327-7861 if you have questions about your rights under SCRA.

T05\_T73-01272015\_CA12042015

Licensed as Servis One, Inc. dba BSI Financial Services.

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

EXHIBIT D

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EXHIBIT D

Fill in this information to identify the case:

Debtor 1 Vanda T. Ho Ching

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: \_\_\_\_\_ District of NEVADA  
(State)

Case number 16-51329-btb

## Official Form 410S1

## Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of Creditor: BSI Financial Services Court claim no. (if known): 5

Date of payment change:  
Must be at least 21 days after date of this notice 07/01/2018

Last four digits of any number you use to identify the debtor's account: XXXXXX8151

New total payment:  
Principal, interest, and escrow, if any \$1,459.92

## Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe

the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$153.29New escrow payment: \$893.14

## Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not

attached, explain why: \_\_\_\_\_

Current interest rate: \_\_\_\_\_ %

New interest rate: \_\_\_\_\_ %

Current principal and interest payment: \$ \_\_\_\_\_

New principal and interest payment \$ \_\_\_\_\_

## Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement  
(Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment \$ \_\_\_\_\_

New mortgage payment \$ \_\_\_\_\_

Debtor 1

Vanda T. Ho Ching

First Name Middle Name Last Name

Case number (if known) 16-51329-btb

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

☐

I am the creditor.

☒

I am the creditor's authorized agent.

(Attach copy of power of attorney, if any.)

**I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.**

**X**

/s/ Nathan F. Smith

Date 06/08/2018

Signature

Print:

Nathan F. Smith

Title Attorney for BSI Financial Services

First Name

Middle Name

Last Name

Company

Malcolm ♦ Cisneros, A Law Corporation

Address

2112 Business Center Drive

Number

Street

Irvine

CA

92612

City

State

Zip

Contact phone 949.252.9400

Email

## **PROOF OF SERVICE**

I hereby certify that on June 8, 2018, I have served a copy of the foregoing Notice and all attachments to the following by first class mail or electronically via the Court's ECF system:

### **DEBTOR(S)**

Vanda T. Ho Ching  
2740 Dahlia Way  
Reno, NV 89512

### **DEBTOR'S ATTORNEY**

Nathan R. Zeltzer  
Law Office of Nathan R. Zeltzer  
232 Court St.  
Reno, NV 89501

### **CHAPTER 13 TRUSTEE**

William A. Van Meter  
POB 6630  
Reno, NV 89513

**Date:** June 8, 2018

/s/ Lauren Simonton

Lauren Simonton, Assistant Paralegal  
MALCOLM ♦ CISNEROS, A Law Corporation  
2112 Business Center Drive, 2nd Floor  
Irvine, CA 92612  
(949) 252-9400  
(949) 252-1032 (FAX)  
LSimonton@mclaw.org



314 S Franklin St / Second Floor  
PO Box 517  
Titusville PA 16354  
800-327-7861  
814-260-4159 Fax  
www.bsifinancial.com

VANDA T HO-CHING  
2740 DAHLIA WAY  
RENO

YOUR LOAN NUMBER: [REDACTED]

NV 89512

DATE: 05/23/18

\*\*\* ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - PROJECTIONS \*\*\*

PLEASE REVIEW THIS STATEMENT CLOSELY - YOUR MORTGAGE PAYMENT MAY BE AFFECTED. THIS STATEMENT TELLS YOU OF ANY CHANGES IN YOUR MORTGAGE PAYMENT, ANY SURPLUS REFUNDS, OR ANY SHORTAGE YOU MUST PAY. IT ALSO SHOWS YOU THE ANTICIPATED ESCROW ACTIVITY FOR YOUR ESCROW CYCLE BEGINNING 07/18 THROUGH 06/19.

----- ANTICIPATED PAYMENTS FROM ESCROW - 07/18 THROUGH 06/19 -----  
HOMEOWNERS F/P 2669.17  
COUNTY TAX 479.88

TOTAL PAYMENTS FROM ESCROW 3149.05

MONTHLY PAYMENT TO ESCROW 262.42 (1/12TH OF ABOVE TOTAL)

----- ANTICIPATED ESCROW ACTIVITY - 07/18 THROUGH 06/19 -----		-- ESCROW BALANCE COMPARISON --	
MONTH	TO ESCROW FROM ESCROW	DESCRIPTION	ANTICIPATED REQUIRED
JUL 18	262.42	ACTUAL STARTING BALANCE	-4779.60 2789.14
AUG 18	262.42	2669.17 HOMEOWNERS F/P	-4517.18 3051.56
		119.97 COUNTY TAX ALP	-7043.90 RLP 524.84
SEP 18	262.42		-6781.48 787.26
OCT 18	262.42	119.97 COUNTY TAX	-6639.03 929.71
NOV 18	262.42		-6376.61 1192.13
DEC 18	262.42		-6114.19 1454.55
JAN 19	262.42	119.97 COUNTY TAX	-5971.74 1597.00
FEB 19	262.42		-5709.32 1859.42
MAR 19	262.42	119.97 COUNTY TAX	-5566.87 2001.87
APR 19	262.42		-5304.45 2264.29
MAY 19	262.42		-5042.03 2526.71
JUN 19	262.42		-4779.61 2789.13

----- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -----

IF THE ANTICIPATED LOW POINT BALANCE (ALP) IS LESS THAN THE REQUIRED BALANCE (RLP), THEN YOU HAVE AN ESCROW SHORTAGE. YOUR ESCROW SHORTAGE IS -7568.74.

IF THE ANTICIPATED LOW POINT BALANCE (ALP) IS GREATER THAN THE REQUIRED



BALANCE (RLP), THEN YOU HAVE AN ESCROW SURPLUS. YOUR SURPLUS IS 0.00.

----- CALCULATION OF YOUR NEW PAYMENT AMOUNT -----

PRINCIPAL & INTEREST	566.78 *
ESCROW (1/12TH OF ANNUAL ANTICIPATED DISBURSEMENTS AS COMPUTED ABOVE)	262.42
PLUS: OPTIONAL INSURANCE PREMIUMS	0.00
PLUS: REPLACEMENT RESERVE OR FHA SVC CHG	0.00
PLUS: SHORTAGE PAYMENT	630.72
MINUS: SURPLUS CREDIT	0.00
ROUNDING ADJUSTMENT	0.00
MINUS: BUYDOWN/ASSISTANCE PAYMENTS	0.00

BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 07/01/18 1459.92

\* IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH

YOUR LOAN DOCUMENTS.

NOTE: YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL ANTICIPATED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS 524.84. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE

IS TARGETED TO BE YOUR CUSHION AMOUNT.

YOUR ESCROW CUSHION FOR THIS CYCLE IS 524.84.

YOUR ANTICIPATED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN \* NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

ESCROW PAYMENTS UP TO ESCROW ANALYSIS EFFECTIVE DATE:				
11/17	120.18	12/17	120.18	01/18 721.08 *
ESCROW DISBURSEMENTS UP TO ESCROW ANALYSIS EFFECTIVE DATE:				
00/00	0.00	00/00	0.00	
00/00	0.00	00/00	0.00	

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LAW OFFICE OF NATHAN R. ZELTZER,  
Nathan R. Zeltzer, Esq., NV SBN 5173  
232 Court St  
Reno, Nevada 89501  
[nrzbk@yahoo.com](mailto:nrzbk@yahoo.com)  
(775) 786-9993

ECF-filed on: 7/23/2018

Attorney for Debtor

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

\* \* \*

IN RE:	)	Case No.: BK-16-51329btb
	)	Chapter 13
VANDA HO CHING	)	
	)	<b>CERTIFICATE OF SERVICE</b>
	)	
	)	
Debtor.	)	

1. On July 23, 2018, I served the following document: SUPPLEMENT TO OPPOSITION TO MOTION FOR RELIEF FROM AUTOMATIC STAY.

2. I served the above-named documents by the following means to the persons as listed below:

X a. ECF System:

William Van Meter  
[cl3ecf@nvgbell.net](mailto:cl3ecf@nvgbell.net), [wvanmeter13@ecf.epiqsystems.com](mailto:wvanmeter13@ecf.epiqsystems.com)  
Nathan Smith  
[nathan@mclaw.org](mailto:nathan@mclaw.org)  
Karen Ayarbe  
[karenayarbe@kernltd.com](mailto:karenayarbe@kernltd.com)  
Michael Chen  
[bknotice@mccarthyholthus.com](mailto:bknotice@mccarthyholthus.com)

\_\_\_ b. United States Mail, postage fully prepaid:

\_\_\_ c. Personal Service: I personally delivered the document(s) to the persons at these addresses:

X d. By direct e-mail (as opposed to through the ECF System)

Vanda Ho Ching  
[Vanda.Hoching@optum.com](mailto:Vanda.Hoching@optum.com)

\_\_\_ e. By fax transmission

\_\_\_ f. By messenger

I declare under penalty of perjury that the foregoing is true and correct.

Signed on: July 23, 2018

/s/Nathan Zeltzer  
Nathan Zeltzer, Declarant